report. *Gerner* v. *Mosher*, 58 Neb. 135. And, on the other hand, negligence has been held essential to sustain a recovery. See *Mason* v. *Moore*, 73 Oh. St. 275 As national banks are federal institutions, it seems desirable that the liability of their directors should be uniform. The present construction, by making that liability depend upon federal statutes, insures this uniformity in the future regardless of the local laws of the individual states.

DEEDS — BOUNDARIES — LAND BOUNDED ON PRIVATE WAY. — Land conveyed was described as bounded "on a passageway." The grantor owned the way mentioned, but no land beyond. *Held*, that the deed conveys the fee to the centre of the way. *Gould* v. *Wagner*, 41 Banker and Tradesman 689 (Mass., Sup. Ct., Oct. 15, 1907).

This case follows the general rule that a deed naming as a boundary a public or private way owned by the grantor conveys title to the centre of the way. *Gould* v. *Eastern R. R. Co.*, 142 Mass. 85. Only an express intention will limit the grant to the side of the way. *Salter* v. *Jonas*, 39 N. J. L. 469; *contra*, *Buck* v. *Squiers*, 22 Vt. 484. In the present case, however, since the grantor owned no land beyond the way, the court might well have sustained a presumption that he did not intend to retain any portion of the way. This presumption is reasonable, for it is unlikely that the grantor would reserve a strip of land of use only to the grantee. *Haberman* v. *Baker*, 128 N. Y. 253. Furthermore, on grounds of public policy this construction should be applied to such conveyances to prevent the existence of innumerable narrow strips of land, title to which is always difficult to ascertain because the owner is never in possession. *In re Robbins*, 34 Minn. 99. But where the grantor would preserve riparian rights by retaining one-half his highway, the presumption of intent to convey the whole way should be rebutted. *Contra*, *Johnson* v. *Grenell*, 188 N. Y. 407.

DIVORCE — ALIMONY — RIGHT TO MODIFY DECREE ADOPTING SEPARATION AGREEMENT. — The plaintiff and the defendant, pending a libel for divorce, made an agreement under which the plaintiff was to receive $6000 and relinquish all her claims for alimony. This agreement was adopted by the court in the decree. Subsequently the plaintiff sought a modification of the decree giving her more alimony. N. H. Rev. Stat. 1843, c. 148, § 16, allows the courts on proper application to make such new orders as may be necessary respecting alimony. *Held*, that the court may modify the decree. *Wallace* v. *Wallace*, 67 Atl. 580 (N. H.).

The objections to recognizing the agreement, so as to preclude the plaintiff from applying for additional alimony, are as follows: first, that such contracts are against public policy because they tend to facilitate collusive divorce and because the amount of alimony may be inequitable; and second, that a married woman cannot contract at common law. But the court's decree in accordance with the agreement removes the first objection, as it is the duty of the court to see that the divorce is free from collusion, and that the provisions for alimony are fair. *Julier* v. *Julier*, 62 Oh. St. 90. So in states where a married woman may contract, such an agreement and decree will prevent the husband from obtaining a reduction of the alimony, and the wife from obtaining an increase. *Martin* v. *Martin*, 65 Ia. 255; *Henderson* v. *Henderson*, 37 Ore. 141. Even in common law states separation agreements not against public policy are enforced in the wife's favor. *Calame* v. *Calame*, 25 N. J. Eq. 548; *Randal* v. *Randal*, 37 Mich. 563. No valid reason appears why a similar disregard of a married woman's incapacity to contract should not be made against her interest. Consequently, it seems that the court should not consider an application forbidden by the separation agreement.

EMINENT DOMAIN — WHEN IS PROPERTY TAKEN — RESTRICTIVE AGREEMENTS ON THE USE OF LAND. — Land subject to restrictive agreements in favor of the plaintiff was taken by eminent domain. *Held*, that the plaintiff has no right to compensation. *Wharton* v. *United States*, 153 Fed. 876 (C. C. A., First Circ.). See NOTES, p. 139.